



REQUEST FOR QUOTATION (RFQ)

RFQ Number: EV09-0090
2009 Calendars, Nogales and Yuma Areas
Quotations Shall be Due: November 14, 2008
at 3:00 PM MST

**Arizona Department of
Environmental Quality**
Contracts and Procurement
1110 West Washington Street
Phoenix, AZ 85007-2935
Phone: (602) 771-7672
Fax (602) 771-4439

SUPPLIER NOTICE-THIS IS NOT A PURCHASE ORDER
In Accordance with ARS §41-2535, This Procurement is Restricted to Small Business

In accordance with ARS §41-2535, Arizona Procurement Code R2-7-D302, quotations for the materials or services specified will be received by the Arizona Department of Environmental Quality, at the time and date cited above. The Uniform Terms and Conditions (Rev 7.0), Uniform Instructions to Offerors (Rev 7.1) are incorporated by reference, specifications and terms and conditions of this form should be reviewed and understood before preparing a quotation.

The quotation shall be the best net price, FOB Destination, to include all delivery charges, but exclude applicable taxes. Discount for early payment shall be indicated in the spaces provided below. Offers should be faxed to (602) 771-4439.

Offers may be mailed or delivered to the address cited above. Offers must be in the actual possession of the Arizona Department of Environmental Quality on or prior to the time and date cited above, and at the location indicated below. **Late offers will not be considered.** Offerors being mailed or delivered shall submit their Offer in a sealed envelope or package with the Solicitation number and the offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Any additional instructions for preparing an offer are included in this solicitation.

THIS SECTION MUST BE COMPLETED BY SUPPLIER

SMALL BUSINESS AND MINORITY/WOMAN OWNED ENTERPRISE CERTIFICATION

A "small business" is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.

Small Business Certification: Contractor is _____ / is not _____ a small business (see above definition).

Minority/Woman Owned Enterprise Certification (MBE/WBE): Contractor is _____ / is not _____ a Minority Business Enterprise and is _____ / is not _____ a Woman-owned Business.

The price (s) quoted herein can be discounted by: _____ %, if payment is made within _____ days

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip Code

Title

Phone

Fax

SCOPE OF WORK
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1. There are two different calendars, one for Nogales and one for Yuma. Both calendars are based on scanned student drawings and scanned photographs. Layout is in InDesign CS3 on a Windows XP platform. If desired, a draft mock-up of the calendar may be obtained by calling Jose M. Rodriguez, Project Manager at (520) 628-6952 or (800) 271-9302. Final text and some details on the graphics may change from the draft mock-up, however, no substantial changes are anticipated.
2. **ADEQ Will Provide the Following on a CD-ROM Disk:**
 - 1.1 The final InDesign CS3 file.
 - 1.2 JPG files for each scanned and created image for each sheet of calendar.
 - 1.3 Original artwork and photographs if requested.
3. **Specifications:**
 - 2.1 White 80 pound text, **not** chlorine-bleached. Minimum 10 percent post-consumer recycled paper content. **Please note:** Contractor must supply a "mill certification" from paper manufacturer confirming recycled content.
 - 2.2 Number 2 gloss.
 - 2.3 Target brightness of 85 to 90.
 - 2.4 Opacity of 94.
 - 2.5 4-color bleed using soy-based or vegetable-based inks.
 - 2.6 Final paper size for each sheet before binding shall be 12.5"wide X 19"long. Folded, bound calendar shall be 12.5"wide X 9.5"long. Hole punched center bottom with 1/8" diameter hole.
 - 2.7 Saddle Stitching binding a total of **seven** double-sided sheets.
3. **Provide Limited Graphics Support:** The JPG files for these images may need to be improved or drawings may need to be re-scanned. Improvements may include: clean up and remove undesirable features on scanned drawings, scanned photographs and blurry logos. Some student artwork may require limited electronic re-touching to produce a clearer image.
 - 3.1 Make additional corrections identified through the proofing process.
4. **Quantity:** Offerors shall develop a quote for a quantity of 10,000 and 15,000 calendars for each one of the calendars (Nogales and Yuma).
5. **Delivery:** Calendar deliveries shall require inside delivery to the recipient before 5:00 pm on December 3, 2008.
 - 5.1 Calendars shall be shrink-wrapped in bundles of 25; 6 bundles per box.
 - 5.2 Boxes are to be placed where recipient specifies at each location. Contractor shall contact each recipient on coordinate delivery time and placement of boxes.
 - 5.3 The Nogales calendars are to be delivered to ADEQ, Southern Regional Office (SRO) to area specified by Jose Rodriguez; phone number (520) 628-6952. SRO address is:

Jose M Rodriguez
Arizona Department of Environmental Quality, SRO
400 West Congress, Suite 433
Tucson, AZ 85701

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- 5.4 The Yuma calendars are to be delivered to Regional Center for Border Health (RCBH) to area specified by Claudia Ulloa.; phone number (928) 627-9222. RCBH address is:

Claudia Ulloa
Regional Center for Border Health (RCBH)
214 West Main Street
Somerton, AZ, 85350

6. One CD-ROM containing the final layout files and JPG files for both calendars shall be mailed to Jose Rodriguez after calendars are delivered. Regular US mail maybe utilized.

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1. Any discussions that can not be resolved via teleconference or email, Contractor shall be required to meet with ADEQ Southern Regional Office (SRO) Project Manager located at: 400 West Congress, Suite 433, Tucson, AZ 85701. ADEQ shall not reimburse any related lodging or travel expenses.
2. **Contract Type:** Firm fixed price.
3. **Evaluation Criteria:** The contract shall be awarded to the lowest responsible and responsive Offeror whose offer conforms in all material respects to the requirements and criteria set forth in the Request for Quotation. Offers shall be evaluated and contract awarded on an "All or None" basis.
4. **Offer Acceptance Period:** Any Offeror submitting an offer under this Solicitation shall hold its offer open for a period of sixty (60) days after the solicitation due date.
5. **Contract Renewal:** The contract shall not bind nor purport to bind, ADEQ of any contractual commitment in excess of the original contract period. ADEQ may, by mutual written Contract Amendment, extend any resultant Contract up to twelve (12) months increments for a maximum of four years (48 months).
6. **Amount of Contract:** Total amount of this contract shall not exceed **\$30,000**.
7. **Bid Rejection:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
8. **Erasures:** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
9. **Exceptions:** Exceptions submitted with an Offeror's proposal shall be considered null, void and without force and shall not be considered.
10. **Terms and Conditions:** All terms and conditions of RFQ are included. An Offeror's preprinted or standard terms will not be considered by ADEQ as a part of any resulting contract.
11. **Changes:** ADEQ reserves the right to add or delete materials and make other changes within the general specifications as may be deemed necessary to best serve the interests of the state. In the event that additional services are needed, they shall be documented by formal amendment to the contract.
12. **Non-Exclusive Contract:** ADEQ has the right to procure the services listed herein from contractors other than those awarded pursuant to this RFQ when necessary to meet the requirements of ADEQ.
13. **Performance:** Although there is no guarantee of the amount of work to be performed, ADEQ expects the selected contractor to be available immediately after award.
14. **Payment:** The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.
15. **Payment Discount:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor, provided payment is made within the discount period.
16. **Pricing:** Pricing shall be submitted on an all inclusive basis and shall contain labor rates, labor benefits, payroll burden, insurance, Workman's compensation, fee, all taxes, profit, overhead and all other related cost factors to included delivery. All prices must be shown on Attachment I Price Sheet, which shall be completed and returned with the offer. ADEQ will not reimburse any item other than the all inclusive price(s) contained in Attachment I Price Sheet.

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17. **Billing:** All billing notices to ADEQ shall identify the specific services being billed. Billing notices shall reference the Purchase Order number and contract number EV09-0090. Contractor shall submit all invoices to:
- Jose Rodriguez, Project Manager
Arizona Department of Environmental Quality, SRO
400 West Congress, Suite 433
Tucson, AZ 85701
- 17.1 ADEQ shall process the approved claim for prompt payment in accordance with the standard operating procedures of the State of Arizona. The format for bills submitted to ADEQ shall be approved by ADEQ. Applicable taxes, if any, shall be listed separately.
18. **Taxes:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
- 18.1 The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in evaluating the overall cost of an Offer.
19. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. §38-511, the state of Arizona, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state of Arizona, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any party to this contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the contractor, and any successor to the contractor, receives written notice of the cancellation unless the notice specifies a later time.
20. **Non-Discrimination:** The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
21. **Audit of Records:** Pursuant to A.R.S. § 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
22. **Non-Availability of Funds:** Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
23. **Applicable Law:** This contract shall be governed and interpreted by the laws of the state of Arizona.
24. **Arbitration:** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
25. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

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26. **In accordance with A.R.S. 41-4401 the following provisions are included in this contract.**
- 26.1 By providing a proposal, the contractor and the subcontractor(s) warrant their compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with Section 23-214, Subsection A which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."
- 26.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 26.3 ADEQ retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 26.1 above.
- 26.4 ADEQ shall adopt and follow the standard operating procedure (SOP) established by the State Procurement Office to comply with A.R.S. 41-4401 Government Procurement; E-Verify requirement.
27. **Inclusive Offeror:** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of the work. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
28. **Environmental Protection Agency (EPA) Contract Administration Requirements:** When a contracts funding is provided in full or in part by EPA grant money, all subcontractors shall be paid no later than 30 days after the prime contractor is paid by ADEQ.
- 28.1 ADEQ shall be notified in writing (within seven (7) days), if the prime contractor terminates a Disadvantaged Business Enterprise (DBE) subcontractor for convenience or performance issues. The prime contractor shall provide ADEQ with written information regarding a replacement subcontractor or if the prime contractor will perform the work themselves. Furthermore, when a DBE subcontractor is terminated or fails to complete its work under the subcontract, ADEQ requires that the prime contractor make good faith efforts to hire DBEs if they choose to hire a new subcontractor.
- 28.2 See attached EPA forms; 6100-2, 6100-3 and 6100-4.
- 28.3 Certification of Small Businesses and Disadvantaged Business Enterprises (DBE): It is highly recommended that small businesses and DBEs get certified as such. EPA reporting requirements have changed and it is in the best interests of such businesses to become certified as soon as possible. Getting certified is typically free and does not take much of the small or DBE businesses time. Several certifying agencies are as follows: City of Phoenix, City of Tucson, Small Business Association (SBA), Arizona Department of Transportation (ADOT) and Environmental Protection Agency (EPA).
29. **Subcontractor:** Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to ADEQ for its approval prior to Contractor entering into same. Upon termination of any subcontract, ADEQ shall be notified within one business day.
- 29.1 Each subcontract to which ADEQ has consented shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the ADEQ.
30. **Purchase Card Program:** The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State Agencies via the purchasing card program in the same manner as other credit card type purchase. Contractor(s) should consult with their servicing bank to discuss this program and all applicable fees.
31. **Indemnification Clause:** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property

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caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

32. **Insurance Requirements:** Contractor and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or Subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or Subcontractors, and Contractor is free to purchase additional insurance.

33. **Minimum Scope and Limits Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

33.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- 33.2 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

- 33.3 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

33.4 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- 33.5 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

33.6 Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

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Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- 33.7 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 33.8 This requirement shall not apply to: Separately, EACH Contractor or Subcontractor exempt under A.R.S. 23-901, AND when such Contractor or Subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 33.9 Professional Liability (Errors and Omissions Liability)
- | | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
- 33.10 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 33.11 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 33.12 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.
- 33.13 Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:
- 33.14 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 33.15 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 33.16 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 33.17 Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to State of Arizona Department of Environmental Quality, Attn: Judy A. Junge, CPPB, 1110 W. Washington St, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- 33.18 Acceptability Of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 33.19 Verification Of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 33.19.1 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to

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provide evidence of renewal, is a material breach of Contract.

- 33.19.2 All certificates required by this Contract shall be sent directly to State of Arizona Department of Environmental Quality, Attn: Procurement EV09-0087, 1110 W. Washington St, Phoenix, AZ 85007. The State of Arizona project/Contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- 33.20 Sub-Contractors: Contractors' certificate(s) shall include all Subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 33.21 Approval: Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 33.22 Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

SPECIAL INSTRUCTIONS TO OFFERORS
EV08-0090

1. **Submission:** Offerors shall complete page 1, Attachment I and II in response to this RFQ. Page 1 must be signed.
2. **Solicitation Amendment:** Receipt of an amendment must be acknowledged by signing and returning the document, with an original signature, to the Department, when submitting an offer or prior to the RFQ due date and time.
3. **Evaluation Criteria:** The contract shall be awarded to the lowest responsible and responsive Offeror whose offer conforms in all material respects to the requirements and criteria set forth in the Request for Quotation. Contract shall be evaluated and awarded on an "All or None" basis.
4. **Subcontractors:** Offerors who intend to subcontract any portion of the contract must identify the proposed subcontractor in their offer.
5. **Environmental Protection Agency (EPA) Solicitation Requirements:** If subcontractors are to be used in the performance of this contract, prime contractors shall make a good faith effort to hire Disadvantaged Business Enterprises (DBE).
- 5.1 An offeror's proposal shall provide written verification that they have hired or attempted to hire a DBE. Offeror shall provide the names of the DBE companies.
6. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
7. **Federal Immigration and Nationality Act:** By signing the Offer, the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.
8. **Questions:** All questions regarding this RFQ, including specifications, bid process, evaluation, etc., shall be directed to Miranda Riojas at (602) 771-7672.

ATTACHMENT I
PRICE SHEET
EV09-0090

Offeror proposes to furnish all commodities/services as stated in the Scope of Work and in strict conformity with the RFQ for the following ALL INCLUSIVE price(s). Cost should be provided for each quantity identified.

Company Name: _____

Item	Description	Quantity	Unit	Price
1	Calendars (Shrink-wrapped, bundles of 25); 6 bundles per box	10,000	EA	
2	Additional Proofs (if applicable)	1	EA	
	Tax _____%	NA	NA	
	Total			

Item	Description	Quantity	Unit	Price
3	Calendars (Shrink-wrapped, bundles of 25); 6 bundles per box	15,000	EA	
4	Additional Proofs (if applicable)	1	EA	
	Tax _____%	NA	NA	
	Total			

ATTACHMENT II
REFERENCES
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Please list the name, address, contact name, telephone and facsimile number for at least three organizations for whom your company has provided similar services in the last 36 months. **These references may be verified, so please ensure all information is accurate and current.**

1) Organization: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No.: _____ Facsimile: _____ Contact: _____
Offeror's Key Personnel (for this Solicitation) who worked on the referenced project: _____
Date of Contract initiation: _____ Type of services provided: _____

2) Organization: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No.: _____ Facsimile: _____ Contact: _____
Offeror's Key Personnel (for this Solicitation) who worked on the referenced project: _____
Date of Contract initiation: _____ Type of services provided: _____

3) Organization: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No.: _____ Facsimile: _____ Contact: _____
Offeror's Key Personnel (for this Solicitation) who worked on the referenced project: _____
Date of Contract initiation: _____ Type of services provided: _____

**EXHIBIT A
EPA DBE DOCUMENTS
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Environmental
Protection Agency

OMB Control No:	
Approved:	
Approval Expires	

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
<div style="display: flex; justify-content: space-between;"> Subcontractor Signature _____ Title/Date _____ </div>		

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EXHIBIT A
EPA DBE DOCUMENTS
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Environmental
Protection Agency

OMB Control No:	_____
Approved:	_____
Approval Expires	_____

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

EXHIBIT A
EPA DBE DOCUMENTS
EV09-0090



Environmental
Protection Agency

OMB Control No:	_____
Approved:	_____
Approval Expires	_____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR¹		PROJECT NAME	
ADDRESS		BID/PROPOSAL NO.	
TELEPHONE NO.		E-MAIL ADDRESS	
PRIME CONTRACTOR NAME			
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR	
Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No			
Signature of Prime Contractor _____		Date _____	
Print Name _____		Title _____	
Signature of Subcontractor _____		Date _____	
Print Name _____		Title _____	

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors ¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor	Date
Print Name	Title

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DBE Subcontractor Utilization Form

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